

**TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY**

**PROFESSIONAL SERVICES SOLICITATION
FAIR & OPEN PUBLIC SOLICITATION PROCESS**

PROFESSIONAL SERVICES SOLICITED:

- 1A.1 SPECIAL GENERAL COUNSEL**
- 1A.2 SPECIAL LITIGATION ATTORNEY**
- 1A.3 TOWN AUDITOR**
- 1A.4 TAX APPEAL ATTORNEY**
- 1A.5 LABOR ATTORNEY**
- 1A.6 CONSULTING ENGINEER**
- 1A.7 TOWN SURVEYOR**
- 1A.8 BOND COUNSEL**
- 1A.9 SPECIAL BOND COUNSEL**
- 1A.10 SPECIAL COUNSEL: FEDERAL REGULATORY SPECIALIST**
- 1A.11 REAL PROPERTY APPRAISER**
- 1A.12 ALCOHOLIC BEVERAGE CONTROL BOARD COUNSEL**
- 1A.13 PUBLIC RELATIONS SPECIALIST/LOCAL AND STATE GRANT WRITER**
- 1A.14 MUNICIPAL PROSECUTOR**
- 1A.15 PLANNING BOARD ATTORNEY**
- 1A.16 ZONING BOARD OF ADJUSTMENT ATTORNEY**
- 1A.17 MUNICIPAL PUBLIC DEFENDER**
- 1A.18 TOWN ARCHITECT**
- 1A.19 PLANNER**
- 1A.20 TOWN VETERINARIAN**
- 1A.21 ENVIRONMENTAL CONSULTANT**
- 1A.22 INFORMATION TECHNOLOGY CONSULTANT**
- 1A.23 SECAUCUS BOARD OF HEALTH ATTORNEY**

SUBMISSION DATE: January 11, 2022 at 10:00 a.m.

**PUBLIC NOTICE TO PROFESSIONAL ENTITIES
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**TOWN OF SECAUCUS
PUBLIC NOTICE
FOR THE SOLICITATION OF
PROFESSIONAL SERVICE CONTRACTS
FOR THE PERIOD OF FEBRUARY 15, 2022 THROUGH FEBRUARY 14, 2023**

NOTICE IS HEREBY GIVEN that **sealed submissions** will be received by the Town Clerk or designated representative for the Town of Secaucus, County of Hudson, State of New Jersey on **Tuesday, January 11, 2022, 10:00 a.m.** prevailing time, in Council Chambers II, Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, then publicly unsealed and opened.

Submission packages and requirements may be obtained online at www.Secaucusnj.gov or at the Town of Secaucus' Purchasing Office at 1203 Paterson Plank Road, 3rd Floor, Secaucus, New Jersey, (201) 330-2025, during regular business hours of 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays.

The following professional services are being solicited:

- 1A.1 SPECIAL GENERAL COUNSEL
- 1A.2 SPECIAL LITIGATION ATTORNEY
- 1A.3 TOWN AUDITOR
- 1A.4 TAX APPEAL ATTORNEY
- 1A.5 LABOR ATTORNEY
- 1A.6 CONSULTING ENGINEER
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- 1A.23 SECAUCUS BOARD OF HEALTH ATTORNEY

Requests for Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. All Professional Service Entities are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A.

10:5-31 *et seq.* and N.J.A.C. 17:27-1.1 *et seq.* (Contract compliance and Equal Employment Opportunities in Public Contracts). Additionally, all Professional Service Entities are required to comply with the requirements of the Town of Secaucus' Pay to Play Ordinance (No. 2009-12)(Code of the Town of Secaucus, Chapter 26). Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Town reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that, in their judgment, will be in the best interest of the Town. The Town shall award the contract or reject all submissions no later than sixty (60) days from receipt of the same.

By authorization of the Mayor and Council of the Town of Secaucus, Hudson County, New Jersey.

Michael Marra

Town Clerk

Dated: December 15, 2021

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

“Town” – refers to the Town of Secaucus.

“Qualification Statement” or “Statements” – refers to the complete responses to this RFP submitted by the Respondents.

“Qualified Respondent” – refers to those Respondents who (in the sole judgment of the Town) have satisfied the qualification criteria set forth in this RFP.

“RFP” – refers to this Request for Proposals, including any amendments thereof or supplements thereto.

“Respondent” or “Respondents” – refers to the interested firm(s) and person(s) that submit a Qualification Statement.

SECTION 1
PROFESSIONAL SERVICES SOLICITED

1A.1 SPECIAL GENERAL COUNSEL

Special General Counsel shall be an Attorney at Law or firm of the State of New Jersey. The Attorney shall represent the Town of Secaucus in all judicial and administrative proceedings in which the Town or any of its officers, employees, agents or agencies may be a party or have an interest as assigned by the Town Attorney, Town Administrator and/or Mayor. The Special General Counsel shall give all legal counsel and advice, where required by the Town Attorney, Town Administrator, Mayor and Council or any member thereof. Special General Counsel shall be compensated at a rate not to exceed \$175.00 per hour. In furtherance of such general powers and duties, but without limitation thereof, Special Counsel shall:

- 1) Draft and approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the Town.
- 2) With approval of Mayor and Council and at the direction of the Town Attorney, conduct appeals from orders, decisions or judgments affecting any interest of the Town as may be determined to be necessary or desirable.
- 3) Subject to the approval of the Mayor and Council and under the direction of the Town Attorney, have the power to enter into any agreement, compromise or settlement of any litigation in which the Town is involved.
- 4) Render opinions in writing upon any question of law submitted to the Special Counsel by the Town Attorney, Town Administrator, Mayor and Council or any member thereof, or the head of any Town Department, with respect to their official powers and duties.
- 5) Shall perform such other duties as may be necessary to provide legal counsel to the Mayor, Council and Administration in the administration of municipal affairs.
- 6) Attend Municipal Council Meetings.

1A.2 SPECIAL LITIGATION ATTORNEY

The Special Litigation Attorney shall be an Attorney at Law or firm of the State of New Jersey. The Special Litigation Attorney shall provide litigation services to the Town of Secaucus and its officers, employees, agents or agencies as directed by the Town Attorney, Town Administrator or the Mayor and Council which shall include, but not be limited to, representation of police officers in Municipal and other Courts where charges have been filed against them for acts taken in the course of and consistent with their employment and such other matters as appropriate. Subject to the approval of the Mayor and Council and under the direction of the Town Attorney, the Special Litigation Attorney shall have the power to enter into any agreement, compromise or settlement

of any litigation in which the Town is involved. The Special Litigation Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

1A.3 TOWN AUDITOR

The Town Auditor shall make the annual audit of the Town's financial records for the year ending December 31 and shall serve as Town Auditor for the calendar year 2022. The Town Auditor shall perform such duties and render such services as may from time to time be requested by the Mayor and Council, the Chief Financial Officer or the Town Administrator. The Town Auditor should have a minimum of five (5) years municipal experience and possess appropriate professional licenses including, but not limited to, RMA and CPA.

1A.4 TAX APPEAL ATTORNEY

The Tax Appeal Attorney shall be an Attorney at Law or firm of the State of New Jersey. The Tax Appeal Attorney shall perform all legal services required in order to defend and/or prosecute real property tax appeals relating to those ongoing real property tax appeals and such other appeals or tax matters that may be filed against and/or by the Town of Secaucus and such ongoing municipal tax matters in which the Town has required legal representation by counsel other than the Town Attorney that may be filed against and/or by the Town of Secaucus or other similar representation as required or desired. The Tax Appeal Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

1A.5 LABOR ATTORNEY

The Labor Attorney shall be an Attorney at Law or firm of the State of New Jersey. The Labor Attorney shall be responsible for all labor and employment matters in the Town. These matters include labor negotiations, fact finding interest arbitrations, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. The Labor Attorney must be available for consultation on a daily basis and shall deal directly with the Town Administrator and the Town Attorney. The Town may select, at its sole discretion, multiple attorneys or firms for this service, for example, an attorney or firm for labor matters related to the Secaucus Police Department and another for labor matters within other Town departments. The Labor Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

1A.6 CONSULTING ENGINEER

The Consulting Engineer shall serve to assist the Town Engineer when called upon with projects and issues throughout the Town including, assistance with project-planning, estimation, design and inspection; residential land use development inspections; permitting; regulatory compliance; traffic and roadway projects; drainage and various other engineering matters. The firm must demonstrate that engineers on staff are licensed as engineers in the State of New Jersey for at least

fifteen (15) years and have represented municipalities for at least ten (10) years. The proposer shall have engineers on staff that are certified municipal engineers. The proposer must demonstrate that it is thoroughly familiar with the Municipal Land Use Law, the rules and regulations of the State of New Jersey and the rules and regulations of the Meadowlands Commission. Please include experience in working with federal funded programs such as CDBG, FHWA, etc. The firm will also be engaged to work on Special and Capital Projects as assigned, and as such, proposer must demonstrate extensive engineering experience in various public works projects, including, but not limited to:

1. New building development
2. Parking facilities
3. Bridges and storm water management
4. Recreational facilities
5. Site development
6. Various types of New Jersey permits
7. Brownfield consulting
8. Civil engineering
9. Geotechnical/subsurface investigation
10. HVAC
11. Electrical engineering services
12. Landscape design
13. Environmental site assessment
14. Wetlands consulting
15. Roadway design and consulting
16. Industrial hygiene and training
17. Underground storage tank consulting
18. "Green technology" consulting

The proposer must also be experienced in preparing bid specifications for various municipal construction projects and in preparing and submitting grant applications. The firm and/or engineer must have sufficient support staff to provide all services required by the Town of Secaucus including, but not limited to, the preparation of all plans and documents necessary and incidental to the performance of the engineer's duties and responsibilities.

1A.7 TOWN SURVEYOR

The Town Surveyor shall be a New Jersey licensed Professional Land Surveyor and shall provide the Town with land and construction surveying services as needed on various projects and improvements within the Town of Secaucus.

1A.8 BOND COUNSEL

The Bond Counsel shall be an Attorney at Law or firm of the State of New Jersey. The Bond Counsel shall provide legal advice with regard to the following activities:

The preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special Emergency and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds. In addition, the Bond Counsel shall be responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the Town. The Bond Counsel is also responsible for the preparation and/or review of any application to the Local Finance Board and attendance at any related meetings of the Board.

1A.9 SPECIAL BOND COUNSEL

The Special Bond Counsel shall be an Attorney at Law or firm of the State of New Jersey. Special Bond Counsel shall perform specialized tasks and provide advice regarding the same such as:

Regulatory and PEOSHA Matters, Energy Procurement, Finance and Contracting Matters with emphasis on Local Land, Building and Redevelopment Law and related general litigation; and other public sector related legal matters.

1A.10 SPECIAL COUNSEL: FEDERAL REGULATORY SPECIALIST

The Special Counsel Federal Regulatory Specialist shall be an Attorney at Law with expertise and experience in dealing with the various federal agencies and the grants and programs administered by such agencies. The Special Counsel Federal Regulatory Specialist shall perform specialized tasks and complete and submit applications appropriate for the Town. The Special Counsel Federal Regulatory Specialist shall be compensated at a rate not to exceed \$175.00 per hour.

1A.11 REAL PROPERTY APPRAISER

The Real Property Appraiser shall be a licensed New Jersey Real Estate Appraiser and a Member of the Appraisal Institute. Appraiser shall assist the Tax Assessor, the Tax Appeal Attorney and the Special Tax Counsel with respect to all valuation issues and shall prepare such reports as requested from time to time by the Town Administrator, the Town Attorney or the Mayor and Council.

1A.12 ALCOHOLIC BEVERAGE CONTROL BOARD COUNSEL

The Alcoholic Beverage Control Board Counsel shall be an Attorney at Law or firm in the State of New Jersey. The Alcoholic Beverage Control Board Attorney shall be retained to provide all legal counsel to the Alcoholic Beverage Control Board and to serve as legal advisor on all matters of the Board's business. The Alcoholic Beverage Control Board Attorney shall attend all regular

and special Alcoholic Beverage Control Board meetings and respond to routine phone calls with staff and handle all counseling matters. The Alcoholic Beverage Control Board Attorney shall represent or advise the Board on any matter in which the Alcoholic Beverage Control Board may have a present or future interest. The Alcoholic Beverage Control Board Counsel shall be compensated at a rate not to exceed \$175.00 per hour.

1A.13 PUBLIC RELATIONS SPECIALIST/LOCAL AND STATE GRANT WRITER

The Public Relations Specialist/Local and State Grant Writer shall be responsible for researching and identifying local and state grants, as well as, completing and submitting applications (and related follow-up) in areas including, but not limited to, infrastructure investment, beautification, open space projects, educational facilities and walkway/bikeway improvements. The Public Relations Specialist/Local and State Grant Writer shall be compensated at a rate not to exceed \$175.00 per hour or on a flat monthly rate basis.

1A.14 MUNICIPAL PROSECUTOR

The Municipal Prosecutor shall be an Attorney at Law in the State of New Jersey and shall provide all necessary legal counsel and advice for the prosecution of cases before the Municipal Court of the Town of Secaucus. The Municipal Prosecutor shall conduct the prosecution of such cases except such crimes and offenses as it may be the duty of the County or State Officers to prosecute. Currently the Court has adjusted scheduling and the work environment to comply with AOC and COVID-19 guidelines and requirements. The Municipal Prosecutor shall be compensated at a rate not to exceed \$415.00 per session.

1A.15 PLANNING BOARD ATTORNEY

The Planning Board Attorney shall be an Attorney at Law or firm of the State of New Jersey with knowledge and experience with applicable rules, regulations and procedures pertaining to land use. The Planning Board Attorney shall be retained to provide all legal counsel to the Secaucus Planning Board and to serve as legal advisor on all matters of the Board's business. The Planning Board Attorney shall attend all regular and special Planning Board meetings and handle all phone calls with staff. The Planning Board Attorney shall represent and advise the Board on any matter in which the Planning Board may have a present or future interest pursuant to the Municipal Land Use Law and Town Ordinances. The Planning Board Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

1A.16 ZONING BOARD OF ADJUSTMENT ATTORNEY

The Zoning Board of Adjustment Attorney shall be an Attorney at Law in the State of New Jersey with knowledge and experience with applicable rules, regulations and procedures pertaining to

land use. The Zoning Board of Adjustment Attorney shall be retained to provide all legal counsel to the Town of Secaucus' Zoning Board of Adjustment and to serve as legal advisor on all matters of the Board's business. The Zoning Board of Adjustment Attorney shall attend all regular and special Zoning Board of Adjustment meetings, which shall include routine phone calls with staff. The Zoning Board of Adjustment Attorney shall represent and advise the Board on any matter in which the Zoning Board of Adjustment may have a present or future interest pursuant to the Municipal Land Use Law and Town Ordinances. The Zoning Board of Adjustment Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

1A.17 MUNICIPAL PUBLIC DEFENDER

The Municipal Public Defender shall be an Attorney at Law in the State of New Jersey. The Municipal Public Defender shall act as counsel for those defendants appearing in Municipal Court of the Town of Secaucus, who are determined to be indigent in accordance with the rules and standards established by the Court. The Attorney should have experience in representing individuals in Municipal Court and as a Defense Attorney/Public Defender. Currently the Court has adjusted scheduling and the work environment to comply with AOC and COVID-19 guidelines and requirements. The Municipal Public Defender shall be compensated at a rate not to exceed \$355.00 per session.

1A.18 TOWN ARCHITECT

The Town Architect shall be a licensed architect in the State of New Jersey and shall provide architectural and construction services to the Town on a project by project basis as assigned by the Town Administrator or the Mayor and Council.

1A.19 PLANNER

All applicants for the position of Planner shall establish that they are properly licensed by the New Jersey State Board of Professional Planners, pursuant to Title 45 of the New Jersey Statutes, Chapter 14A and all administrative rules governing the operation of the Board of Professional Planners. All applicants shall have the requisite experience and training in administration, advisement, consultation or performance of professional work in the development of master plans in accordance with the provisions of New Jersey State Statutes. Experience and knowledge of the Town of Secaucus' Municipal Code and the Master Plan of the New Jersey Sports and Exposition Authority preferred. Such services shall be provided primarily to guide the Town's policy for the assurance of orderly and coordinated development of municipal, county, regional and all land areas. Appearance at the Planning Board and Zoning Board of Adjustment meetings will be periodically required.

1A.20 TOWN VETERINARIAN

The Town Veterinarian shall be a Veterinarian licensed to practice in the State of New Jersey with its office located in or within twenty (20) miles from the border of the Town of Secaucus and shall be available for the emergency care and/or sheltering of animals on a twenty-four (24) hour a day basis. The successful proposer shall furnish not only their qualifications for this position but also a rate for the following:

1. Office Visit/Exam
2. Rabies vaccination
3. Distemper shots
4. Testing (FeLV/FIV)
5. Boarding cats per day
6. Boarding dogs per day
7. Spaying cats
8. Neutering cats
9. Spaying dogs
10. Neutering dogs
11. Rescue Micro Chip insertion
12. Diagnostic films
13. Medication mark-up percentage
14. Any other normal and customary charges

1A.21 ENVIRONMENTAL CONSULTANT

The Environmental Consultant shall perform studies and investigations, prepare plans, specifications and cost estimates, write reports, perform field inspections and present as needed to the Town Administrator and the Mayor and Council for various types of regulatory, environmental and health and safety issues within the Town of Secaucus on an as needed basis. Work to be performed by the Environmental Consultant may include, but not be limited to, environmental testing (soil, sediment, groundwater), Phase I and Phase II environmental assessments, site and risk assessments, remediation, site monitoring, hazardous material management, environmental permitting and technical support for Town projects.

1A.22 INFORMATION TECHNOLOGY CONSULTANT

The information technology consultant shall be licensed and/or certified in the appropriate systems to appropriately trouble-shoot, repair, install, program or perform functions as necessary on the Town's computer network, hardware, software and any other like equipment as assigned by the Information Technology Department and/or Administrator. Experience and knowledge of Town of Secaucus operating systems, technical network design and computing infrastructure for the Town of Secaucus and the Secaucus Police Department, including but not limited to, BEAST and

LawSoft, required. Working knowledge of CJIS compliancy and ability to prepare technical specifications preferred.

1A.23 SECAUCUS BOARD OF HEALTH ATTORNEY

The Secaucus Board of Health Attorney shall be an Attorney at Law or firm in the State of New Jersey. The Secaucus Board of Health Attorney shall be retained to provide legal counsel to the Secaucus Board of Health and to serve as legal advisor on matters of the Board's business as needed. The Secaucus Board of Health Attorney shall attend all regular monthly meetings and other special meetings of the Secaucus Board of Health. The Attorney shall review applications received through the Department of Health, respond to routine phone calls with the Health Officer, Board Assistant and staff, and handle counseling matters. The Secaucus Board of Health Attorney shall represent or advise the Board on any matter in which the Secaucus Board of Health may have a present or future interest. The Secaucus Board of Health Attorney shall be compensated at a rate not to exceed \$150.00 per hour.

SECTION 2

INTRODUCTION AND GENERAL INFORMATION

2.1. Introduction and Purpose.

The Town of Secaucus is soliciting Proposals from interested persons and/or firms for the provision of professional services for the services mentioned in the Public Notice of Solicitation. The Town will consider proposals from persons and/or firms that possess the requisite professional, financial and administrative capabilities to provide the proposed services. Firms and/or individuals responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these services.

2.2. Procurement Process and Schedule.

The Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. The selection of Qualified Respondents is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44-20.4 et seq. and also the Town's Pay-To-Play Ordinance, Chapter 26. The Town has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFP.

All communications concerning this RFP or the RFP process shall be directed to the Town's Designated Contact Person, in writing.

Designated Contact Person:

Michael Marra, Town Clerk
Town of Secaucus
1203 Paterson Plank Road, 2nd Floor
Secaucus, New Jersey 07094

Proposal documents must be submitted to and be received by the Town, via mail or hand delivery, by 10:00 a.m. on January 11, 2022. Proposals will not be accepted by facsimile transmission or e-mail.

Each submission shall be contained in a sealed envelope addressed to the Town of Secaucus' Purchasing Department, 1203 Paterson Plank Road, Secaucus, New Jersey 07094 and shall specify the Appointment Number and Title for which the submission is provided. The submission shall be marked "Sealed Submission Enclosed" and must be delivered or mailed and received prior to the opening time set forth.

Subsequent to issuance of this RFP, the Town (through the issuance of addenda to all known firms that have received a copy of the RFP and through an online posting at www.Secaucusnj.gov) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

2.3. Conditions Applicable to RFP.

Upon submission of a response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, and review and consideration of its Statement:

- The Town reserves the right in its sole judgment to reject for any reason any and all responses and components thereof, and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The Town reserves the right in its sole judgment to reject any Respondent that submits incomplete responses to this RFP or a Statement that is not responsive to this RFP.
- The Town reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP or request additional information. Failure of the Respondent to acknowledge receipt of any addenda shall not relieve the Respondent from any obligation.
- All Statements shall become the property of the Town and will not be returned.
- All Statements will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
- The Town may request Respondents to send representatives to the Town for interviews.
- Any and all Statements not received by the Town by the time and date specified for receipt will be rejected.

- The Town is not responsible for submissions misdirected, hand-delivered to an incorrect location or lost in transit or mail at any time before submission opening.
- Submissions forwarded to the Town Clerk before the time of opening of submissions may be withdrawn upon written application of the Professional Service Entity. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions are opened, they must remain firm for sixty (60) days.
- On the Bid Proposal Form, Respondent must state the prices and rates offered, written or typed in ink, in words and numbers for each item requested. If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.
- No oral interpretation will be made to any potential bidder. A request for interpretation or clarification should be made in writing by facsimile to the Town Clerk, 1203 Paterson Plank Road, Secaucus, NJ 07094, Facsimile Number: (201) 617-5952. The request shall be made at least three (3) days prior to the bid opening date. Interpretations will be made in the form of an addendum to the RFP and notice provided as indicated in these documents.

2.4 Rights of the Town.

The Town reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any proposal received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Town deems necessary or convenient, to clarify the information provided as part of the Statement and to request additional information to support the information included in any Statement.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The Town shall be under no obligation to complete all or any portion of the process described in this RFP.
- All awards are subject to the availability of funding.

2.5 Cost of Proposal Preparation.

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Town, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Statement or other information required by the RFP.

2.6 Proposal Format and Exceptions.

Responses shall be properly completed and submitted in accordance with the RFP (See Proposal Checklist). Responses which, in the sole judgment of the Town, fail to meet the requirements of the RFP, in whole or in part, or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information or contain errors may be rejected.

More than one (1) submission for each distinct professional service from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

2.7 Award of Contract.

The Proposals for each professional service will be reviewed independently. The Contract for each service shall be awarded separately to the Respondent who meets all requisite professional, financial, management, technical and administrative capabilities to provide the proposed service on the basis of most advantageous, price and other factors considered. All requirements of **Section 3.1** shall be reviewed and considered, including, but not limited to, prior experience and past performance. The Town of Secaucus reserves the right to award on a “service by service” and “per project” basis, in part or in whole, as determined by the Town.

The Town reserves the right to appoint more than one (1) Professional Service Entity for any of the services, on an as needed basis, to meet the projected needs for the Town.

2.8 Term of Contract.

The successful Professional Service Entity will be awarded a one (1) year Contract term pursuant to N.J.S.A. 40A:11-3(b). No minimum payment is implied or guaranteed.

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the Professional Service Entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.

2.9 Payment under the Contract.

- No payment will be made unless duly authorized by the Town’s authorized representative and accompanied by proper documentation.

- The Professional Service Entity shall comply with the Town's standard payment procedures. Checks are processed by the Town of Secaucus' Finance Department on or about the 30th day of every month. The Professional Service Entity shall be responsible for the submission of approved signed vouchers along with any invoice or billing for services rendered in advance of said date. The Town reserves the right to demand as much detail, information or documents as it deems necessary prior to payment. The Professional Service Entity shall make every effort to submit such on a monthly basis for services rendered to the Town in the preceding thirty (30) days, but no later than sixty (60) days after any service is rendered to the Town.
- If the Professional Service Entity fails to perform or provide said services in accordance with the Proposal Documents, the Town may deduct or retain from monies due or which may become due to the Professional Service Entity, such sum sufficient to pay the difference between the price(s) on which the award is made and the price(s) which the Town may or shall be obliged to pay to remedy such failure.

2.10 Termination of Contract.

The Town of Secaucus reserves the right to terminate any Contract in its sole discretion by giving written notice of such termination at least thirty (30) days prior to the proposed effective date of termination. Such termination shall relieve the Town of any obligation for the balances to the Contractor of any sum or sums set forth in the Contract. In case of default by the Entity, the Town may procure the services from other sources and hold the Professional Service Entity responsible for any excess cost occasioned thereby.

2.11 Other Contract Terms.

Respondents will not be permitted to use Subcontractors unless written approval of the Town of Secaucus is obtained prior to such.

SECTION 3

SUBMISSION REQUIREMENTS

3.1 Submission Requirements.

At a minimum, the Respondent shall, as part of its Statement, provide the following information:

- a) Documented past performance of the same or similar professional service.
- b) Explanation of perceived relevance of the experience to the RFP.
- c) Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein. All employment shall be in compliance with all federal and state regulations and statutes.

- d) Availability to accommodate scheduled meetings, sessions or other in person requirements for the service.
- e) Confirmation of appropriate federal and state licenses to perform activities.
- f) Name, address and contact information of references.
- g) References and record of success of same or similar service, including but not limited to, each public entity that the Respondent has performed work, or provided services for, in the past three (3) years. Provide the name, contact number and a description of work performed or services provided.
- h) Experience with and familiarity with the Town's needs and goals.
- i) Description of ability to provide the services in a timely fashion, including staffing, familiarity and location of key staff.
- j) Cost details, including the hourly rate of each of the individuals who will be performing services, (please specify if different rates based on the experience or the position of the individual) and expense and/or administrative rates applicable.
- k) Description of technical process and equipment used in performing the tasks, if applicable.
- l) Completion of all forms attached, including but not limited to, the Professional Service Entity Information Form, Disclosure of Ownership Form, Affidavit of Non-Collusion, Mandatory Equal Employment Opportunity Notice Acknowledgment, Insurance Requirements and Acknowledgment Form, Acknowledgment of Secaucus Pay to Play Ordinance, Disclosure of Investment Activities in Iran and Acknowledgment of Corrections, Additions and Deletions Form.
- m) Copy of New Jersey Business Registration Certificate.
- n) Please submit one (1) original and two (2) additional sets of the sealed submission.

3.2 Affirmative Action Requirements.

The successful Respondent agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The Bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful Respondent will submit:

(1) Evidence that the Respondent is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The Contractor or Subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable County employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable County employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

(1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

3.3 Americans with Disabilities Act of 1990.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town's grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Town or any of its agents, servants and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the Town pursuant to this paragraph.

It is further agreed and understood that the Town assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim

which may arise out of their performance of the contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

3.4 New Jersey Business Registration Requirements.

The Respondent shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The Respondent shall submit a copy of its business registration certificate as part of its Statement. For information on the Business Registration Law go to: <http://www.state.nj.us/treasury/revenue>. All Professional Service Entities shall submit an accurate list and the proof of business registration of each subcontractor or supplier or shall attest that no subcontractors were used.

3.5 Insurance Requirements.

The successful Professional Service Entity shall furnish a copy of their insurance certificate to the Town Clerk upon award. The Insurance requirements are specified in the attachments. Any insurance shall cover the entire contract terms and be maintained for the duration of the contract. The coverages shall be endorsed to include Town of Secaucus as additional insured for the duration of the Contract.

Town of Secaucus

Administrative Documents

RFP Document Submission Checklist Professional Service

Respondent should mark (X) next to the items noted below, indicating that the document has been submitted.

- _____ Bid Proposal Checklist
- _____ Documents or narratives responding to Qualifications Submission
- _____ Professional Service Entity Information Form
- _____ Bid Proposal Form
- _____ Disclosure of Ownership Form
- _____ Affidavit of Non-Collusion
- _____ Mandatory Equal Employment Opportunity Notice Acknowledgement
- _____ Insurance Requirement and Acknowledgement Form
- _____ Acknowledgement of Secaucus Pay to Play Ordinance
- _____ Disclosure of Investment Activities in Iran Form
- _____ Acknowledgement of Receipt of Addenda
- _____ Copy of Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44 *et seq.*

Please submit one (1) original and two (2) additional sets of the sealed submissions.

Signature of Professional

Printed Name

Title

Date

Town of Secaucus

Administrative Documents

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications:

2. References and record of success of same or similar service:

Town of Secaucus

Administrative Documents

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services and all expenses:

Note: Attach additional sheets as necessary.

Firm: _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone No.: _____ Fax No. _____

Town of Secaucus

Administrative Documents

Professional Service Entity Information Form

If the Professional Service Entity is an INDIVIDUAL, please provide the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ Email: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a PARTNERSHIP, please provide the following information:

Firm Name: _____

Name of Partners: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ Email: _____

Social Security No.: _____

If the Professional Service Entity is INCORPORATED, please provide the following information:

Name of Corporation: _____

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ Email: _____

Signature of Professional

Printed Name

Title

Date

TOWN OF SECAUCUS
BID PROPOSAL FORM

Professional Service Title and Bid Number, if applicable:

Description of Goods/Services Being Bid:

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in Words:

Amount in Numbers:

\$

Entity Name:

Address:

Telephone Number:

Facsimile Number:

Signature of Professional

Printed Name

Title

Date



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

YES NO

1. The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
2. The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor.
3. The vendor is a **corporation, partnership, or limited liability company**.

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

YES NO

4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

Town of Secaucus

NON-COLLUSION AFFIDAVIT

I certify that I am _____

of the firm of _____

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the Town of Secaucus relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies.

Signature of Representative: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Print Name of Affiant: _____

Notary Public of _____

My commission expires _____



Town of Secaucus

Purchasing Department

Purchasing Department

Sandy D'Arzen, RPPS, QPA
Christine Smith, Purchasing Assistant
1203 Paterson Plank Road
Secaucus, NJ 07094
P: 201.330.2026
F: 201.271.3615
SDarzen@Secaucus.net

High Priority – Service Vendor

Certain documentation regarding Affirmative Action and Equal Employment Opportunity is required by law to be completed and kept on file in order to do business with the Town of Secaucus. It must be on file with this office to be available to the State upon their request. Upon review of your vendor file, the following items are either missing or not completed fully:

1. The attached "Mandatory Equal Employment Opportunity Language" must be contained in the Town's Professional/Goods and Service Vendor files. Please review the attached page and have the highest official in your company sign and complete the acknowledging agreement. Please return this page to the Town.

2. All Service Vendors must provide the Town with a copy of their "Certificate of Employee Information Report" issued by:

**NJ Department of the Treasury
Division of Purchase & Property**

Contract Compliance Audit Unit EEO Monitoring Program.

***IMPORTANT -** If you do not have a Certificate, please complete the attached 302 Form and forward it to the State per the instructions at the top of the page. Please provide a copy of the AA302 Form that you submitted AND a copy of your check/fee that was sent to the State to the Town immediately.

Forms and instructions can also be found at:

https://www.state.nj.us/treasury/contract_compliance/forms.shtml

Please submit a copy of your form AS SOON AS POSSIBLE to the Purchasing Office via fax, email, or mailing address as listed above. Please contact this office with any questions.

ATTACHMENT A – EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Name: _____ Date: _____ Title: _____

Print Name: _____ Signature: _____

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

16. NAME OF PERSON COMPLETING FORM (Print or Type)		SIGNATURE		TITLE		DATE MO DAY YEAR	
17. ADDRESS NO. & STREET		CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)	

TOWN OF SECAUCUS
INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Town of Secaucus' Office of the Town Clerk upon award of contract by the Mayor and Council. The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Town. The Contractor shall provide a certified copy of the policies and/or certificates of insurance prior to commencement of work. The minimum amount of insurance to be carried by the Entity/Contractor shall be as follows:

1. Workers' Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. Employers' Liability limits of Liability shall not be less than the following:

\$1,000,000 Each Accident
\$1,000,000 Disease, Each Employee
\$1,000,000 Disease, Policy Limit

2. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of Liability shall not be less than the following:

\$2,000,000 General Aggregate per location/per job
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury Limit
\$1,000,000 Each Occurrence

3. Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
4. Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of "see below" as "Follow Form" excess of the Contractor's Employers' Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein.

Project Cost

\$50,000 and Below
Over \$50,000 to \$500,000
Over \$500,000 to \$1,000,000
Over \$1,000,000

Umbrella Limit

\$1,000,000
\$3,000,000
\$5,000,000
\$10,000,000

Additional Requirements as follows:

1. Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Town of Secaucus shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Town of Secaucus by the Consultant's Insurer. These must be received 30 days prior to commencement of work.
2. All insurance purchased and maintained by the Contractor shall designate the Town of Secaucus, their officers, officials, agents, employees and consultants as additional insureds.
3. The Contractor agrees that it will defend, indemnify and save harmless the Town of Secaucus, its officers, agents and employees from all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.

Waiver of Subrogation applies with respects to General Liability, Auto Liability and Excess (Umbrella) Liability.

Acknowledgment of Insurance Requirement:

Signature

Date

Printed Name

Title

Town of Secaucus

Acknowledgement of Secaucus Pay to Play Ordinance

Chapter 26 of the Secaucus Code addresses “Pay to Play” reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus party committee, or (iii) to any candidate committee, PAC or DPC that regularly engages in, or whose primary purpose is the support of Secaucus municipal elections and/or municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination or negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me

this _____ day of _____

Notary Public

State of _____

My Commission Expires _____

(Business Name)

(Signature of Professional)

(Type or Print Name)



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipet)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: January 4, 2021



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Town of Secaucus

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Pursuant to the N.J.S.A. 40A:11-23(c) & (d), the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in the bid proposal may be subject for rejection of the bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received

☐

No addenda were received

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder:

Bidder's Signature:

Printed Name & Title:

Date:
